

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X **Index No.:**
ANONYMOUS MR,

Plaintiff,
-against-

VERIFIED COMPLAINT

**ARCHDIOCESE OF NEW YORK, MOUNT
ST. MICHAEL ACADEMY, THE SOCIETY
OF AFRICAN MISSIONS TRUSTEES COMPANY
LIMITED BY GUARANTEE D/B/A SOCIETY OF
AFRICAN MISSIONS – IRELAND PROVINCE,
SOCIETY OF AFRICAN MISSIONS, INC. D/B/A
SOCIETY OF AFRICAN MISSIONS – AMERICAN
PROVINCE, AND MARIST BROTHERS OF THE
SCHOOLS, INC. D/B/A THE MARIST BROTHERS
PROVINCE OF THE UNITED STATES OF AMERICA,**

Defendants.

-----X

Plaintiff, Anonymous MR, by and through undersigned counsel, complaining of the
Defendants, upon information and belief, alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. This Complaint arises from the sexual battery of Plaintiff by Fr. Bernard J. Lynch on or about 1978 to 1979. These incidents occurred while Plaintiff was a student at Mount St. Michael Academy.

2. Plaintiff is an adult resident of the State of Pennsylvania and is otherwise *sui juris*. Given the nature of the allegations, Plaintiff has elected to proceed using the pseudonym Anonymous MR in this matter. Plaintiff's identity has been or soon will be made known to Defendants under separate cover.

3. Defendant Archdiocese of New York is a Roman Catholic Diocese and is an unincorporated non-profit business entity licensed to and doing business in The State of New York

with a principal place of business at 1011 1st Ave., New York, NY 10022.

4. Defendant Mount St. Michael Academy is a Roman Catholic high school within the Archdiocese of New York and an unincorporated New York business entity with a principal place of business at 4300 Murdock Ave., Bronx, NY 10466.

5. Defendant The Society of African Missions Trustees Company Limited by Guarantee d/b/a Society of African Missions – Ireland Province (hereinafter “SMA Ireland”) is a Catholic Religious Order and a business entity conducting business in the State of New York with its principal place of business at St. Joseph’s, Blackrock Rd., County Cork, Ireland.

6. Defendant Society of African Missions, Inc. d/b/a Society of African Missions – American Province (hereinafter “SMA America”) is a Catholic Religious Order and a non-profit business entity conducting business in the State of New York with its principal place of business at 23 Bliss Ave., Tenafly, NJ 07670.

7. Defendant Marist Brothers of the Schools, Inc. d/b/a The Marist Brothers Province of the United States of America (hereinafter “Marist Brothers”) is a Catholic Religious Order and a non-profit corporation conducting business in the State of New York with its principal place of business at 70-20 Juno St., Forest Hills, NY 11375.

8. Venue is proper in this Court because the Defendant Archdiocese has its principal place of business in New York.

9. The provisions of Section 1602 of the CPLR do not apply to the within action including, but not limited to, nondelegable duty and/or the doctrine of respondeat superior.

10. Plaintiff brings this suit within the extended time period as provided for in Sections 208 and 214-G of the Civil Practice Law.

11. Jurisdiction is proper because this Complaint seeks monetary damages in excess of

\$25,000.00, exclusive of interest, costs, and attorney's fees.

12. At all times material, Fr. Bernard J. Lynch was an ordained Roman Catholic priest employed by and an agent of Defendant Archdiocese of New York from 1975 to 1987.

13. At all times material, Fr. Bernard J. Lynch was an ordained Roman Catholic priest employed by and an agent of Defendant Mount St. Michael Academy from 1978 to 1987.

14. At all times material, Fr. Bernard J. Lynch was an ordained Roman Catholic priest employed by and an agent of Defendant SMA Ireland from 1965 to 2011.

15. At all times material, Fr. Bernard J. Lynch was an ordained Roman Catholic priest employed by and an agent of Defendant SMA America from 1975 to 1987.

16. At all times material, Fr. Bernard J. Lynch was an ordained Roman Catholic priest employed by and an agent of Defendant Marist Brothers from 1978 to 1987.

17. On or about September 1965, Fr. Bernard J. Lynch began his novitiate with Defendant SMA Ireland at Cloughballymore, Ireland.

18. On or about June 1966, Fr. Bernard J. Lynch was admitted into Defendant SMA Ireland and took his first oath.

19. On or about Autumn 1996, Fr. Bernard J. Lynch entered the major seminary, African Missions College at Dromantine, Newry, County Down, Ireland.

20. On or about June 1971, Fr. Bernard J. Lynch was ordained a deacon and took his perpetual oath in Defendant SMA Ireland.

21. On or about December 20, 1971, Fr. Bernard J. Lynch was ordained as a Catholic religious brother of Defendant SMA Ireland.

22. From 1971 to 1975, Fr. Bernard J. Lynch was assigned to work in various locations, including, but not limited to Ireland and Zambia.

23. From 1975 to 1978, Fr. Bernard J. Lynch worked at St. Gabriel's Parish and School, Bronx, New York in the Archdiocese of New York.

24. From 1978 to on or about 1987, Fr. Bernard J. Lynch worked as Campus Chaplain at Mount St. Michael Academy, Bronx, New York in the Archdiocese of New York.

25. Upon information and belief, on or about July 1987, Fr. Bernard J. Lynch and Marist Brother Timothy Brady, the acting principal of Mount St. Michael Academy, reportedly became subjects of a law enforcement investigation after Mount St. Michael Academy staff reported that the two priests were possibly molesting students.

26. In May 1988, Fr. Bernard J. Lynch was indicted on charges of sexually abusing minor students at Mount St. Michael Academy.

27. In April 1989, Fr. Bernard J. Lynch was tried on criminal charges of sexually abusing a minor male student at Mount St. Michael Academy from 1985 to 1986.

28. Upon information and belief, in November 2011, Fr. Bernard J. Lynch was expelled from Defendant SMA Ireland.

29. Upon information and belief, Fr. Bernard J. Lynch resides in London, United Kingdom with his husband, Billy Desmond.

30. Upon information and belief, Fr. Bernard J. Lynch has not been laicized and remains a Catholic priest.

31. At all times relevant, Defendant Archdiocese of New York was the legal owner of the school located at 4300 Murdock Ave., Bronx, NY 10466.

32. At all times relevant, Defendant Archdiocese of New York was the tenant of the school located at 4300 Murdock Ave., Bronx, NY 10466.

33. At all times relevant, Defendant Archdiocese of New York was the occupier of the

school located at 4300 Murdock Ave., Bronx, NY 10466.

34. At all times relevant, Defendant Mount St. Michael Academy was the legal owner of the school located at 4300 Murdock Ave., Bronx, NY 10466.

35. At all times relevant, Defendant Mount St. Michael Academy was the tenant of the school located at 4300 Murdock Ave., Bronx, NY 10466.

36. At all times relevant, Defendant Mount St. Michael Academy was the occupier of the school located at 4300 Murdock Ave., Bronx, NY 10466.

37. At all times relevant, Defendant Marist Brothers was the legal owner of the school located at 4300 Murdock Ave., The Bronx, NY 10466.

38. At all times relevant, Defendant Marist Brothers was the tenant of the school located at 4300 Murdock Ave., The Bronx, NY 10466.

39. At all times relevant, Defendant Marist Brothers was the occupier of the school located at 4300 Murdock Ave., The Bronx, NY 10466.

40. By holding Fr. Bernard Lynch out as safe to work with children, and by undertaking the custody, supervision of, and/or care of the minor Plaintiff, Defendants entered into a special relationship with the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendant's undertaking the care and guidance of the then vulnerable Plaintiff, Plaintiff was uniquely vulnerable, without his parents and incapable of self-protection.

41. Furthermore, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented the Plaintiff from effectively protecting himself, and Defendants thus entered into a special relationship with Plaintiff. By holding themselves out as a safe, moral, and trusted institution to Plaintiff's parents, Defendants induced Plaintiff's parents to entrust their child

to Defendants and thereby deprived Plaintiff of the protection of his family.

42. At all times material, Fr. Bernard Lynch's sexual abuse of Plaintiff was foreseeable. The problem of clergy sexual abuse of minors is well-documented throughout the history of the Roman Catholic Church. As far back as 1051, St. Peter Damian wrote in the *Book of Gomorrah* that clergy who defiled boys should be dismissed from holy orders. (*Book of Gomorrah*, Ch. 6). Later, St. Peter Damian wrote in his *Rule of the Monastery of Compludo*, about the punishment for "A cleric or monk who seduces youths or young boys" being public flogging, loss of tonsure and six months in jail, among other punishment. In 1143 or 1144, a professor at the University of Bologna named Gratian, known as the "Father of the Science of Canon Law," identified in his work the *Decretum*, the sexual sin by a priest that he called *stuprum pueri*, which is the sexual use of boys by an adult male.

43. In 1961, the Vatican issued an instruction on the training of candidates for the priesthood, which was based upon the 1917 Code of Canon Law which stated:

Advancement to religious vows and ordination should be barred to those who are afflicted with evil tendencies to homosexuality or pederasty, since for them the common life and priestly ministry would constitute serious dangers.

44. This knowledge that Catholic clergy were sexually abusing minors continued through the middle ages and into recent history. In 1962, Pope John XXIII approved the publication *De Modo Procedendi in Causis Solicitationis*, a special procedural law for solicitation of sex in the confessional. This document contained prohibitions prohibiting clergy from having sex with minors under the age of sixteen. This document was distributed to every bishop and major religious superior in the world and was to be kept by them with the deepest secrecy. In addition, this document reflected the Catholic Church's insistence on maintaining the highest

degree of secrecy regarding the worst sexual crimes perpetrated by clergy.

45. In 1947, a priest named Fr. Gerald Fitzgerald founded a religious order of priests called the Servants of the Paracletes. This religious order was founded in order to assist and treat Catholic clergy who experienced mental health problems. By 1952, Fr. Fitzgerald wrote that he had already treated a handful of priests who had sexually abused minors. By 1963, the Paracletes were treating so many sexually abusive clergy that they developed a shorthand code, "code 3," to describe the offense. By 1966, the Paracletes began specializing in treatment of pedophile Catholic clergy.

46. As early as 1971, the issue of sexual misconduct by clergy was being discussed in the Commonwealth of Massachusetts. Bishop Bernard Flanagan, Bishop of Worcester (Massachusetts) testified that as early as February 1971, there had been discussions about sexual misconduct among priests. According to Bishop Flanagan, "I think by 1971 I had heard of other cases of this type [sic] sexual misconduct and I knew that they were taking place in other dioceses too."

47. That same year, Dr. Conrad Baars and Dr. Anna Terruwe presented a scholarly paper titled *The Role of the Church in the Causation, Treatment and Prevention of the Crisis in the Priesthood* to the 1971 Synod of Bishops at the Vatican and to the U.S. Conference of Catholic Bishops about psychiatric problems in Catholic clergy and how psychosexual immaturity manifested itself in heterosexual and homosexual activity.

48. In 1990, psychologist and priest, A.W. Richard Sipe, published a study involving 1,500 priests that concluded that six (6) percent of priests were sexually involved with minors.

49. In 1985, the public prosecution of a priest in Lafayette, Louisiana led to the creation of the 100-page document titled *"The Problem of Sexual Molestation by Roman Catholic Clergy:*

Meeting the Problem in a Comprehensive and Responsible Manner” by Fr. Thomas Doyle, F. Ray Mouton and Fr./Dr. Michael Peterson. This document was distributed to every Catholic Bishop and religious order ordinary in the United States. A significant portion of this document describes how significant that the sexual abuse of children by Catholic clergy had become.

50. Defendants allowed Fr. Bernard Lynch to have unsupervised and unlimited access to minor children at Mount St. Michael Academy in Bronx, New York, located at the time within the Archdiocese of New York.

51. At all times material, Fr. Bernard Lynch remained under the direct supervision of the Defendant Archdiocese of New York.

52. At all times material, Fr. Bernard Lynch remained under the employ of the Defendant Archdiocese of New York.

53. At all times material, Fr. Bernard Lynch remained under the control of the Defendant Archdiocese of New York.

54. At all times material, Fr. Bernard Lynch remained under the direct supervision of the Defendant Mount St. Michael Academy.

55. At all times material, Fr. Bernard Lynch remained under the employ of the Defendant Mount St. Michael Academy.

56. At all times material, Fr. Bernard Lynch remained under the control of the Defendant Mount St. Michael Academy.

57. At all times material, Fr. Bernard Lynch remained under the direct supervision of the Defendant SMA Ireland.

58. At all times material, Fr. Bernard Lynch remained under the employ of the Defendant SMA Ireland.

59. At all times material, Fr. Bernard Lynch remained under the control of the Defendant SMA Ireland.

60. At all times material, Fr. Bernard Lynch remained under the direct supervision of the Defendant SMA America.

61. At all times material, Fr. Bernard Lynch remained under the employ of the Defendant SMA America.

62. At all times material, Fr. Bernard Lynch remained under the control of the Defendant SMA America.

63. At all times material, Fr. Bernard Lynch remained under the direct supervision of the Defendant Marist Brothers.

64. At all times material, Fr. Bernard Lynch remained under the employ of the Defendant Marist Brothers.

65. At all times material, Fr. Bernard Lynch remained under the control of the Defendant Marist Brothers.

66. Upon information and belief, before Plaintiff was sexually abused by Fr. Bernard Lynch, Defendants had actual or constructive knowledge of material facts regarding Fr. Bernard Lynch's sexual misconduct, impulses, and behavior. Specifically, Defendants had knowledge of clergy sexual abuse of minors in general as described above and of Fr. Bernard J. Lynch's frequent transfers between assignments.

67. Despite clear indications of danger, Defendants took no steps to discover the specific nature of Fr. Bernard Lynch's problems or to determine whether he was fit to work with children or to protect children from him, thereby increasing the likelihood that Plaintiff would be harmed.

68. Plaintiff was raised in a devout Roman Catholic family, regularly celebrated mass, received the sacraments, and participated in church-related activities. Plaintiff, therefore, developed great admiration, trust, reverence, and respect for the Roman Catholic Church and its agents, the Archdiocese of New York and its agents, including the Archbishop and Fr. Bernard Lynch.

69. Defendants held Fr. Bernard Lynch out as a qualified Roman Catholic priest, and undertook the education, religious instruction, and spiritual and emotional guidance of Plaintiff. The Archbishop/Bishop exercised a direct role over Plaintiff. Accordingly, Plaintiff placed trust in Defendants so that Defendants and their agents gained superiority and influence over Plaintiff. Defendants entered into a special relationship with the Plaintiff and his family.

70. Defendants owed Plaintiff a duty of reasonable care because it assumed duties owed to Plaintiff and had superior knowledge about the risk that Fr. Bernard Lynch posed to Plaintiff, the risk of abuse in general in its programs, and/or the risks that their facilities posed to minor children. Defendants had the duty to protect the moral purity of Plaintiff and other Roman Catholic children within the Archdiocese of New York.

71. Defendants owed Plaintiff a duty of reasonable care because they assumed that duty and because they solicited youth and parents for participation in its youth programs.

72. Defendants owed Plaintiff a duty of reasonable care because they undertook custody of minor children, including Plaintiff.

73. Defendants owed Plaintiff a duty of reasonable care because they promoted its facilities and programs as being safe for children.

74. Defendants owed Plaintiff a duty of reasonable care because they held out its agents including Fr. Bernard Lynch as safe to work with children.

75. Defendants owed Plaintiff a duty of reasonable care because they encouraged parents and children to spend time with its agents; and/or encouraged its agents, including Fr. Bernard Lynch, to spend time with, interact with, and recruit children.

76. Defendants had a duty to Plaintiff to protect him from harm because Defendants' actions created a foreseeable risk of harm to Plaintiff.

77. Defendants breached their duties by exposing Plaintiff to a pedophile.

78. Defendants breached their duties by exposing Plaintiff to a priest Defendants knew or should have known was a pedophile.

79. Defendants breached their duties by recruiting, hiring, and maintaining Fr. Bernard Lynch in a position of authority over children.

80. Defendants breached their duties by exposing Fr. Bernard Lynch to children.

81. Defendants breached their duties by leaving Fr. Bernard Lynch alone with children unsupervised.

82. Defendants breached their duties by inducing Plaintiff and his parents to entrust Plaintiff to Fr. Bernard Lynch.

83. Defendants breached their duties by failing to follow policies and procedures designed to prevent child sex abuse and/or failing to implement sufficient policies and procedures to prevent child sex abuse.

84. Defendants breached their duties by failing to take reasonable measures to make sure that policies and procedures to prevent child sex abuse were working.

85. Defendants breached their duties by failing to adequately inform families and children of the known risks of child sex abuse within the Archdiocese of New York.

86. Defendants breached their duties by holding out their employees and agents,

including Fr. Bernard Lynch, as safe and wholesome for children to be with.

87. Defendants breached their duties by failing to investigate risks of child molestation.

88. Defendants breached their duties by failing to properly train the workers at institutions and programs within Defendants' geographical confines.

89. Defendants breached their duties by failing to have any outside agency test their safety procedures.

90. Defendants breached their duties by failing to protect the children in their programs from child sex abuse; failing to adhere to the applicable standard of care for child safety.

91. Defendants breached their duties by failing to investigate the amount and type of information necessary to represent the institutions, programs, and leaders and people as safe.

92. Defendants breached their duties by failing to respond to and/or investigate information of improper conduct of employee or agent with children, including Fr. Bernard Lynch

93. Defendants breached their duties by failing to properly train their employees to identify signs of child molestation by fellow employees.

94. Defendants breached their duty to use ordinary care in determining whether their facilities were safe and/or to determine whether they had sufficient information to represent their facilities as safe.

95. Defendants breached their duty of care by recruiting, hiring, and maintaining Fr. Bernard Lynch at their facilities.

96. Defendants breached their duty of care by maintaining a dangerous condition on the premises of their facilities (i.e., a priest Defendants knew or should have known posed a risk of pedophilic harm to children).

97. Defendants breached their duty of care by holding out their facilities as a safe and

moral place for children, which they were not.

98. Defendants breached their duty of care by failing to have sufficient policies and procedures to prevent abuse at their facilities.

99. Defendants breached their duty of care by failing to investigate risks at their facilities.

100. Defendants breached their duty of care by failing to properly train the workers at their facilities.

101. Defendants breached their duty of care by failing to investigate the amount and type of information necessary to represent their facilities as safe.

102. Defendants breached their duty of care by and failing to train their employees properly to identify signs of child molestation by fellow employees.

103. Defendants breached their duties to Plaintiff by holding out clergy members, including Fr. Bernard Lynch, as safe, moral, and trustworthy people and by failing to warn Plaintiff and his family of the risk that Fr. Bernard Lynch posed and the known risks of child sexual abuse by clerics in general.

104. Defendants also failed to warn Plaintiff about any of the knowledge that the Defendants had about child sex abuse perpetrated by clergy or Fr. Bernard Lynch.

105. Defendants further breached their duties by hiding a pedophile and engaging in a cover-up of abuse perpetrated by Fr. Bernard Lynch.

106. Defendants knew or should have known that some of the leaders and people working at Catholic institutions within the Archdiocese of New York were not safe for children.

107. Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working at Catholic institutions within

the Archdiocese of New York were safe around children.

108. Defendants knew or should have known that there was a risk of child sex abuse for children participating in Catholic programs and activities within the Archdiocese of New York.

109. Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in Catholic programs and activities within the Archdiocese of New York.

110. Defendants knew or should have known that they had other agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. Defendants knew or should have known that there was a specific danger of child sex abuse for children participating in Defendants' youth programs.

111. Defendants held their leaders and agents out as people of high morals, as possessing immense power, teaching families and children to obey these leaders and agents, teaching families and children to respect and revere these leaders and agents, soliciting youth and families to their programs, schools, marketing to youth and families, recruiting youth and families, and holding out the people that worked in the programs as safe for children/youth.

112. Defendants made negligent representations to Plaintiff and his family during each and every year of his minority. Plaintiff and/or his family relied upon these representations, which resulted in Plaintiff being put in a vulnerable situation with Fr. Bernard Lynch who harmed him.

113. In approximately 1978 to 1979, when Plaintiff was approximately 16 years old, Plaintiff was a student at Mount St. Michael Academy. At about this same time, Fr. Bernard J. Lynch sexually abused Plaintiff by performing oral intercourse on Plaintiff and digitally penetrating Plaintiff after Christian Club meetings at Mount St. Michael Academy.

114. Fr. Bernard Lynch engaged in unpermitted, harmful, and offensive sexual contact

with the Plaintiff on the physical premises of and around Mount St. Michael Academy. Fr. Bernard Lynch sexually assaulted Plaintiff when Plaintiff was a minor and without Plaintiff's consent.

115. Defendants allowed Fr. Bernard Lynch to have unsupervised and unlimited access to young children at Mount St. Michael Academy located at the time within the Archdiocese of New York.

116. At all times material, Fr. Bernard Lynch was employed by, or an agent of, Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers.

117. At all times material, Fr. Bernard Lynch was on duty as a priest 24 hours per day, 7 days per week.

118. At all times material, Fr. Bernard Lynch remained under the direct supervision, employ, and control of the Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers.

119. At all times material, Defendants had the right to control the means and manner of Fr. Bernard Lynch's performance.

120. At all times material, Defendants paid Fr. Bernard Lynch's salary.

121. At all times material, Defendants paid for Fr. Bernard Lynch's health insurance and other benefits.

122. At all times material, Defendants furnished an office and other materials, supplies, and tools required for Fr. Bernard Lynch to perform in his position as a priest.

123. At all times material, Defendants controlled the premises where Fr. Bernard Lynch performed as a priest.

124. At all times material, Defendants had the power to terminate the employment of Fr.

Bernard Lynch.

125. Upon information and belief, before Plaintiff was sexually abused by Fr. Bernard Lynch, Defendants had actual or constructive knowledge of material facts regarding Fr. Bernard Lynch's sexual misconduct, impulses, and behavior, but failed to act on that knowledge and exposed Plaintiff as a child to Fr. Bernard Lynch, thereby increasing the likelihood that Plaintiff would be harmed.

126. As a direct result of Defendants' negligence, breached duties, the sexual abuse, sexual exploitation, and Defendants' conduct, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation and psychological injuries, was prevented and will continue to be prevented from performing his normal daily activities and obtaining the full enjoyment of life, has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling all to this Plaintiff's damage in excess of the jurisdiction of all lower courts.

**AS FOR A SECOND CAUSE OF ACTION FOR RESPONDEAT
SUPERIOR/VICARIOUS LIABILITY AGAINST THE DEFENDANTS
ARCHDIOCESE OF NEW YORK, MOUNT ST. MICHAEL ACADEMY, SMA
IRELAND, SMA AMERICA, AND MARIST BROTHERS**

127. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

128. Among other duties, Defendants employed Fr. Bernard Lynch to operate programs, including youth and spiritual counseling programs at Mount St. Michael Academy.

129. Defendants created a master-servant relationship with Fr. Bernard Lynch, employing him to interact and supervise children participating in programs at Mount St. Michael Academy.

130. The unwanted contact by Fr. Bernard Lynch upon Plaintiff occurred during his regular working hours and at the place of his employment with Defendants while performing duties of a priest on behalf of his employers.

131. The sexual contact by Fr. Bernard Lynch occurred in the course and scope of his employment with Defendants.

132. The sexual contact by Fr. Bernard Lynch was generally foreseeable to Defendants.

133. The sexual contact by Fr. Bernard Lynch was closely connected to what he was employed to do as a priest with Defendants, and/or was otherwise naturally incidental to his job duties.

134. Fr. Bernard Lynch's conduct was motivated, at least in part, by a desire to serve his employer's business interests or otherwise meet the objectives of his employment, however misguided.

135. Alternatively, Fr. Bernard Lynch's conduct constituted an authorized, minor deviation from his employment that was authorized and/or ratified by Defendants.

136. As a direct and proximate result of Fr. Bernard Lynch's conduct, Plaintiff has suffered damages for which his employer is now liable.

**AS FOR A THIRD CAUSE OF ACTION FOR NEGLIGENT HIRING,
RETENTION AND SUPERVISION AGAINST THE ARCHDIOCESE OF NEW YORK,
MOUNT ST. MICHAEL ACADEMY, SMA IRELAND, SMA AMERICA, AND MARIST
BROTHERS**

137. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

138. At all material times, Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers, by and through their agents, managers, employees, and directors owed a duty to Plaintiff to use reasonable care to protect his

safety, care, well-being and health while he was under the care, custody or in the presence of the Defendants. These duties encompassed the use of reasonable care in the hiring, retention and supervision of Fr. Bernard Lynch and otherwise providing a safe environment for children.

139. Prior to the sexual misconduct perpetrated by Fr. Bernard Lynch upon Plaintiff, Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers knew, or in the exercise of reasonable care, should have known, of the general problem of Catholic clergy engaging in sexual misconduct with children who were in Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers programs.

140. Prior to the sexual misconduct perpetrated by Fr. Bernard Lynch upon Plaintiff, Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers knew, or in the exercise of reasonable care, should have known, that Fr. Bernard Lynch was unfit for the duties assigned to him, that he did not exhibit appropriate behavior with children, and otherwise posed a risk of perpetrating unwanted sexual contact upon children.

141. Given actual or constructive knowledge of Fr. Bernard Lynch's dangerous propensities specifically, the Defendants had a duty to act reasonably in all decisions relating to his hiring, supervision, and retention as an employee.

142. Defendants failed to exercise reasonable care in one or more of their decisions to hire, supervise, and retain Fr. Bernard Lynch and therefore exposed Plaintiff to an unreasonable risk of harm.

143. Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers affirmed and ratified Fr. Bernard Lynch's misconduct with

Plaintiff. Given the actual and constructive knowledge of the likelihood that Fr. Bernard Lynch and/or other clergy would engage children in unwanted sexual contact, the unwanted sexual contact of Plaintiff was reasonably foreseeable to Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers.

144. Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers and their agents had superior knowledge of the likelihood that Fr. Bernard Lynch would engage in unwanted sexual contact with clients that he encountered in his position as a priest and had a duty to take precautions to lessen the risk that Plaintiff would be the victim of unwanted sexual contact.

145. At all relevant times, Defendants Archdiocese of New York, Mount St. Michael Academy, SMA Ireland, SMA America, and/or Marist Brothers' acts and omissions created an environment which fostered unwanted sexual contact and exploitation against the people it had a duty to protect, including Plaintiff.

146. At all relevant times, Defendants had inadequate policies and procedures to protect children entrusted to their care and protection, including Plaintiff, which substantially contributed to the creation of a dangerous environment.

147. As a direct and proximate result of the negligence of Defendants, Plaintiff suffered severe and permanent psychological, emotional and physical injuries, shame, humiliation and the inability to lead a normal life, and has incurred and/or will incur costs for treatment and will continue to do so in the future. These injuries are permanent and ongoing in nature.

**AS FOR A FOURTH CAUSE OF ACTION FOR NEGLIGENCE/PREMISES
LIABILITY AGAINST ARCHDIOCESE OF NEW YORK, MOUNT ST. MICHAEL
ACADEMY, SMA IRELAND, SMA AMERICA, AND MARIST BROTHERS**

148. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth

fully herein.

149. Plaintiff was a business invitee of Defendants when Fr. Bernard Lynch engaged him in unwanted sexual contact.

150. Defendants owed Plaintiff a duty to protect him from dangerous conditions on their premises that they knew about, or in the exercise of reasonable care could have discovered.

151. Defendants owed Plaintiff a duty to provide a reasonably safe environment where he would be free from the threat of unwanted sexual contact while on Defendants' premises.

152. Defendants owed Plaintiff a duty to take reasonable precautions to ensure his safety while on the premises of Defendants.

153. Prior to the sexual misconduct perpetrated by Fr. Bernard Lynch upon Plaintiff, Defendants knew, or in the exercise of reasonable care, should have known, of the general problem of priests and other clergy engaging in sexual misconduct with children.

154. Prior to the sexual misconduct perpetrated by Fr. Bernard Lynch upon Plaintiff, Defendants knew, or in the exercise of reasonable care, should have known, that Fr. Bernard Lynch was unfit for the intimate duties assigned to him, that he did not exhibit appropriate behavior with children, and otherwise posed a risk of perpetrating unwanted sexual contact upon children.

155. Defendants breached the duty owed to Plaintiff by failing to make the premises reasonably safe for Plaintiff despite what they knew or should have known about the existence of a potential threat of harm to Plaintiff on their premises.

156. Defendants breached the duty they owed to Plaintiff by failing to warn Plaintiff of the dangers and risks involved in participating in programs at Mount St. Michael Academy given their superior knowledge of the potential risk of harm to Plaintiff.

157. At all relevant times, Defendants had inadequate policies and procedures to protect children entrusted to their care and protection, including Plaintiff, which substantially contributed to the creation of a dangerous environment.

158. As a direct and proximate result of the negligence of Defendants, Plaintiff suffered severe and permanent psychological, emotional and physical injuries, shame, humiliation and the inability to lead a normal life, and has incurred and/or will incur costs for treatment and will continue to do so in the future. These injuries are permanent and ongoing in nature.

WHEREFORE, Plaintiff demands judgment against the Defendants for a sum in excess of the jurisdictional limits of all lower courts on each and every Cause of Action stated above, together with the costs and disbursements and other expenses necessary in this action.

Dated: November 19, 2019
Hennepin County, Minnesota

Yours, etc.,



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ATTORNEY VERIFICATION

PATRICK NOAKER, an attorney duly admitted to practice before the Courts of this State affirms under penalty of perjury that he is counsel for the plaintiff herein and has read the foregoing **VERIFIED COMPLAINT** and knows the contents thereof; the same is true to my own knowledge, except as to the matters therein to be alleged on information and belief, and as to those matters I believe it to be true. That the source of my information and knowledge are investigations, communications with lead counsel and records in the file.

The reason that this verification is made by me and not by plaintiff is to protect the identity of the plaintiff under The New York Civil Rights Law.

Dated: November 19, 2019
Hennepin County, Minnesota



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